

1 January 1989

Real Estate

ACQUIRING AND ACCOUNTING FOR REAL ESTATE AND FACILITIES FOR CIVIL AIR PATROL

This regulation prescribes procedures for acquiring, using and disposing of real estate facilities of (a) Department of Defense, (b) other federal agencies, (c) state and local government agencies, (d) private owners, and (e) CAP owned. The terms "real estate," "real property," and "facilities" are used interchangeably throughout this regulation and have the same basic meaning. It is of vital importance for CAP units to have facilities in which to meet and operate.

1. DOD Facilities:

a. The Air Force and other DOD departments, may provide facilities that are excess to their needs for use and occupancy by Civil Air Patrol. The assignment of DOD facilities to CAP will be done by means of a license. That license is issued by the Army Corps of Engineers and contains the terms and conditions of occupancy which must be observed by the CAP unit. The region/wing USAF-CAP liaison office (as appropriate) is the initial point of contact for CAP to occupy DOD facilities.

b. Civil Air Patrol region and wing commanders who establish a requirement for DOD facilities, first contact their respective liaison office. If a DOD facility is available, wing commanders will submit a written request to their respective region commander. Upon approval, the region commanders will return the request to the wing commander who will submit it to the wing liaison office. Region commanders submit a written request for their DOD facilities through their respective liaison office. The request should include the following:

(1) A written statement from the installation commander indicating that the requested facilities are available for CAP use.

(2) A drawing of the facility giving an adequate description of the requested facilities.

(3) A written statement setting forth:

(a) The proposed use of the facility.

(b) How long the facility is to be used.

(c) The conditions of use, i.e., responsibility for utilities, repairs, maintenance, modifications and alterations.

c. When the request is properly prepared, it will be submitted through the appropriate USAF-CAP liaison office to National Headquarters (LG) for review and forwarding to the Army Corps of Engineers. Upon the issuance of the license, a copy will be forwarded to the CAP region or wing commander for signature and return to Headquarters LG within 21 days of receipt. A completed copy will then be forwarded by Headquarters LG to the region/wing commander and the occupying CAP unit.

d. Requests to renew an existing license must be forwarded to National Headquarters (LG) at least 90 days prior to expiration.

This request must be signed by the region or wing commander and contain the same information required in the initial application.

e. Those CAP units occupying DOD facilities without a license or with an expired license must apply for one following the procedures set forth above.

f. CAP units wishing to terminate the occupancy of DOD facilities must submit a written request through appropriate CAP channels to National Headquarters LG containing a description of the property and the proposed date of termination. The occupying CAP unit will remain responsible for the facility until it is inspected and accepted by the appropriate DOD authority.

2. Other Federal Agency Facilities. Under Public Law, 10 U.S.C. 9442 (P.L. 98-691) and the Federal Property and Administrative Service Act of 1949, CAP is authorized to use the facilities of other federal agencies with their consent. (See attachment 1). CAP units wishing to use this authorization must notify the appropriate CAP-USAF liaison office for assistance in dealing with the various agencies. As each agency may have different requirements; CAP units, with the assistance of the liaison office, must work out those arrangements. A copy of any license or lease agreement must be sent to Headquarters LG.

3. State, Local Government Agencies and Private Owners:

a. Many CAP units will occupy facilities of state and local government bodies such as counties, cities and airport authorities, and private owners for both meeting purposes and flying activities. For simplicity the term "lessor" will be used hereafter to refer to them. The lessor is the organization or individual that owns the property and permits another to occupy it. The person occupying the property is referred to as a renter or lessee. Almost uniformly these lessors recognize the contributions of CAP to the country and the community and will permit CAP units to occupy their facilities for a nominal consideration. CAP does not require that its units occupy such property under a written lease although in many cases it is to CAP's advantage to do so. Written leases negotiated by CAP units must be made in the name "Civil Air Patrol Inc." and signed by the wing

commander as a corporate officer. If possible, the services of the unit or wing legal officer should be used in the negotiation and review of any lease prior to signing.

b. Some lessors will propose a written lease for CAP to execute. Leases that contain a "hold harmless" or "indemnification" clause will not be signed by any CAP personnel unless they have been approved by National Headquarters (CLC. Many times lessors will agree to the removal or modification of these clauses and substitute a clause requiring CAP to maintain a certain amount of liability insurance that will protect not only CAP but the lessor as well.

c. CAP's National Insurance Program maintains a Comprehensive Liability insurance protection that covers CAP and its members from liability claims during the use and occupancy of property (see CAPR 900-5). A certificate of that coverage can be obtained to cover the interests of the lessor by calling CAP's insurance agent at 1-800-251-3367.

d. CAP's National Insurance program does not carry Fire and Extended Coverage insurance that covers the lessor's buildings that units occupy. That insurance is the responsibility of the CAP unit occupying the building.

e. A suggested form lease is attached (attachment 2) to assist those CAP units in the event the lessor does not insist on one. The form may be modified as deemed appropriate.

4. Real Property Owned by Civil Air Patrol. All real property owned by CAP shall be titled in the name of Civil Air Patrol Inc. and not in the name of any Wing, Group, or Squadron. Real property acquired by CAP from whatever source (purchase or donation) becomes corporate property and may not be sold, transferred or disposed of without the written permission of the National Executive Committee.

5. CAP Real Property Survey. All CAP units that own, lease, rent or occupy real property, including buildings, all immobile vehicles and all immobile trailers, whether on DOD, federal, state, local government, or private facilities are required to complete and keep current a "CAP Real Property Survey" Form, this includes deleting and adding real property (attachment 3). A copy of the Real Property Survey Form will be sent to National Headquarters, LG. Each wing or region will maintain a current copy of the real property survey with the S-6 Report.

6. Annual Real Property Inventory (RCS:CAP S6). Proper

management and control of any corporation requires periodic inventories of its real estate and facilities. These are assets that CAP units own, lease, rent or use for meetings or storage, whether, CAP, DOD, State, local government or private. To provide a consolidated record and quick reference of these assets, an inventory of all real estate and facilities will be performed by each CAP unit as of 30 June of each year.

a. Procedures. HQ CAP-USAF/LG will prepare an annual RCS: CAP S-6 Report for each region and wing. Regions will receive four copies of their S-6 report and one copy of the S-6 report for each wing in their region. Wings will receive four copies of their report. Reports will arrive at the respective region and wing headquarters on or about 15 May. When regions/wings update and validate the S-6 report, please use the standard abbreviations shown on attachment 4, Sample S-6 Report. Plain language may be used in the remarks column.

(1) Regions. Each region will validate and forward two copies of their S-6 Report to their respective CAP-USAF LR/LG NLT 15 September. The copy of their wings' S-6 report is for region informational purposes only.

(2) Wings. The ~ wing commander or logistics officer validates each unit facilities against wing records. If the records agree, a copy of the S-6 Report will be filed at wing headquarters. If the records do not agree, a copy of a CAP Real Property Survey (attachment 3) identifying and updating each real property action will be attached to the S-6 Report and then filed at wing headquarters. After all of the wing's and units' facilities are validated, two copies of the completed package, to include applicable CAP Real Property Surveys, will be sent through the CAP-USAF LO to arrive at the CAP-USAF LR/LG NLT 15 September. In turn, the CAP-USAF LR/LG will forward one copy of the completed package to National Headquarters/LGT NLT 1 October. Wing commanders or logistics officers should not sign S-6 Reports until all real property is validated or action has been taken to identify and update each real property that is not reflected on the S-6 Report.

b. Only complete S-6 Reports are forwarded to the CAPUSAF LO or LR/LG. A report is not complete unless real property actions are supported by a properly prepared CAP Real Property Survey. Only the most current signed S-6 report will be maintained on file. An information copy of the S-6 Report will be provided each CAP region and wing and the appropriate CAP USAF LO and LR in December of each year. It does not require processing. It is for information only and is to be used as directed by the applicable commander.

OFFICIAL

JOHN T. MASSINGALE, JR., Col, USAF
Executive Director

SIGNED

ELIZABETH A. MASHBURN, Major, USAF
Director of Administration

4 Attachments

1. 10 U.S.C. 9442 (P.L. 98-691)
2. CAP Lease
3. Real Property Survey
4. S-6 Report

SUMMARY OF CHANGES

Clarifies requirement for all CAP units to complete and maintain an annual Real Property Survey and establishes the S-6 Report.

10 U.S.C. 9442 (P.L. 98-691)**Sec 9442. Assistance by other agencies**

The Secretary of the Air Force may arrange for the use by the Civil Air Patrol of such facilities and services under the jurisdiction of the Secretary of the Army, the Secretary of the Navy, or the head of any other department or agency of the United States as the Secretary of the Air Force considers to be needed by the Civil Air Patrol to carry out its mission. Any such arrangement shall be made under regulations prescribed by the Secretary of the Air Force with the approval of the Secretary of Defense and shall be subject to the agreement of the other military department or other department or agency of the United States furnishing the facilities or services.

(Italic type indicates amendment by P.L. 98-691 signed by President Reagan on 28 September 1984.)

CIVIL AIR PATROL LEASE

THIS LEASE AND AGREEMENT, made and entered into this day of _____ 198 ____ by and between

hereinafter referred to as Lessor and CIVIL AIR PATROL, INC., a federally chartered non profit corporation hereinafter referred to as Lessee;

NOW THEREFORE; the parties do hereby agree as follows:

1. That the _____ is an active unit of the Civil Air Patrol! and is in need of the occupancy and use of an appropriate facility for its programs.
2. That the Lessor has a facility which can be used to meet the needs of the Lessee and its unit mentioned in paragraph 1. That facility is described as follows:

3. That the Lessor recognizes the valuable contribution the Lessee makes to the community and the nation in making this lease.
4. The Lessee shall pay to Lessor as rent the sum of One Dollar (\$1.00) per year for the use of the facility.
5. The term of the lease shall be for _____ years. The lease may be renewed for another term of _____ years providing the Lessee gives Lessor notice prior to the end of the first term.
6. Lessee agrees that it will pay all charges and expenses for utilities used on the facility during the term of the lease, and further agrees that it will not permit liens to be incurred or placed upon the facility because of the non-payment of any such utility charges or any improvements made to the facility.
7. Lessee at its own expense shall keep and maintain the facility neat and orderly at all times and shall perform such minor or incidental repairs to the facility as may be necessary to keep it in proper condition and shall repair any damage to the facility which may be caused by the Lessee.
8. With the prior permission of the Lessor, the Lessee may make such alterations and improvements to the facility which are reasonably necessary for the purpose of the Lessee.
9. Lessor shall bear the risk of loss for damage or destruction to the premises which may be caused by fire, rain, hail, windstorm or other casualty. Lessee, at its option, may maintain fire and hazard insurance on the facility.
10. Lessee agrees to maintain Comprehensive Liability Insurance during the period of the lease and any extension thereof, in an amount not less than \$1 million for any one accident and shall furnish Lessor a certificate of such coverage adding Lessor as an additional insured and provide Lessor with a 30 day notice of any cancellation of coverage.
11. This lease or any extension thereof may not be terminated by either party except by mutual agreement.
12. Lessee agrees to observe and obey all pertinent laws, ordinances and regulations pertinent to the occupancy of the facility during the term of the lease or any extension thereof.
13. Upon the termination of the lease, Lessee shall return the facility to Lessor in the same condition as received, ordinary wear and tear and any approved alterations excepted.

IN WITNESS WHEREOF, the parties have affixed their signatures on the day and year above.

LESSOR:

LESSEE: CIVIL AIR PATROL INC.

By: _____
Colonel CAP, Wing Commander

CAP REAL PROPERTY SURVEY

UNIT NAME AND ADDRESS:

UNIT NUMBER

1. General: Use a separate form for each parcel of real property your unit owns, leases, or is allowed to use. If your unit does not own, lease, or use any property, don't fill out the rest of this form. However, the unit commander must sign below.

I certify that my unit does not own, lease or use real property.

UNIT COMMANDER

DATE

2. Address and description of property (include size, square feet or acreage):

3. Check the applicable block. The Unit:

a. _____ Owns this property. NOTE: **ATTACH A COPY OF THE DEED.**

(1) When, where and how did the unit acquire this property?

_____ Gift _____
(Donor's name and address, if known, and date acquired.)

_____ Purchases _____
(Amount paid or other value exchanged and date required)

(2) Are there buildings on this land? _____ YES _____ NO

(3) Does the unit have any insurance associated with this property other than what is covered by National Headquarters?
_____ YES _____ NO

(If "yes", attach a copy of the policy to this form or describe exactly what kind of coverage you carry and with whom.)

(4) Estimate current value: Land \$ _____ Building(s) \$ _____

b. _____ Leases this property: (NOTE: *Attach a copy of current lease.*)

(1) Who owns the property? _____
(Name and Address)

(2) What is the rent? _____
(Amount of payment per month/year.)

(3) Does the unit have any insurance associated with this leased property other than what is carried by National Headquarters?
_____ YES _____ NO

(If "Yes", attach a copy of the policy to this form or describe coverage and with whom.)

c. Has the permission of the owner to use this parcel. (NOTE: *Attach a copy of current lease if applicable.*)

(1) Who owns the property? _____
(Name and Address)

(2) If the owner is the Federal Government, was a license obtained through the Army Corps of Engineers?
_____ YES _____ NO

4. What does the unit use this property for? (You may check more than one.)

_____ Meetings/Training

_____ Encampments/outside activities

_____ Storage

_____ Non-CAP related activities

_____ Other (Please explain) _____

I certify that the above is true and correct to the best of my knowledge after diligent search of all facts and records reasonably available to me. I understand that failure to return this questionnaire with accurate and complete responses may jeopardize my unit's insurance coverage and continuation of my unit's charter.

UNIT COMMANDER

DATE

SAMPLE REAL PROPERTY INVENTORY (S-6)

REG	CHART	DATE ACTV	CHARTER NAME ADDRESS	STATE	DOLLAR VALUE	RENT/ LEASE COST	TYPE INSTRUMENT	OWNER ABBREV	EXP DATE	REMARKS
8	04000	0583	1234 JUNK ST CALIF WING HQ SQ	CA			LICENSE	CY	900814	
8	04001		5465 MAIN ST CALIF WING HQ CAP	CA			LICENSE	SL	900630	
8	04006		9889 FLYING ST HQ LONG BEACH GP 7	CA	2000		DEED	C		
8	04007		7443 TURNER ST MARCH AFB COMP SQDN 45	CA			LICENSE	AF	891031	
8	04015		6332 GLENDALE DR WALDO F FIELD COMP SQ 18	CA		I	LEASE	GS	870930	
8	04016		333 GREEN ST MARTIN COMP AIR RESCUE SQ 4 CA				LICENSE	CH	910814	
8	04034	0483	113 AIRPORT RD AUBURN COMP SQDN 92	CA		I	LEASE	DD	870930	
8	04042		899 POWER RD BISHOP COMP SQDN 92	CA		5	LEASE	CY	910630	
8	04046		222 GREEN LN STOCKTON SR SQDN 72	CA						
8	04048		666 BOND DR EUREKA SR SQ 34	CA			LICENSE	CH	871011	

DEFINITIONS

- DATE ACTV - Date unit was activated at current address, month, year.
- DOLLAR VALUE - If Corporate owned, value of owned property, to include building's, all immobile vehicles, all immobile trailers and land.
- RENT/LEASE COSTS - If rented or leased, yearly cost of rent or lease.
- TYPE INSTRUMENTS - Type of documentation that authorizes use (i.e., deed, license, lease, letter of agreement, permit, rental agreement, verbal agreement).
- OWNER ABBREVIATIONS:
 - AF Air Force
 - C CAP Corporation
 - CH Church Property
 - CY Local Government
 - DD Department of Defense (Other than AF)
 - GS GSA
 - SL State
 - PV Private
- EXPIRATION DATE - Date instrument expires.
- REMARKS - Use remarks column to explain unique situations, i.e., corporate owned trailer sited on leased land.